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Tarrant County Texas

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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

CHESAPEAKE LEAGUE
Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS § L 0519170 Chesapeake Operating, Inc.
COUNTY OF TARRANT § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **ADLAI PENNINGTON AND LYNNE PENNINGTON, HUSBAND AND WIFE**, whose address is 1375 Gilman Road, Fort Worth, Texas 76104 conveyed a Mineral Deed dated November 21st, 2007, which is recorded as Instrument # D207417531 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Mineral Deed") to **VENABLE ROYALTY, LTD. (7/8 interest therein conveyed) and VENRO, LTD. (1/8 of the interest therein conveyed)**, whose collective address is 5910 North Central Expressway, Suite 1470, Dallas, Texas 75206; and,

WHEREAS, the Mineral Deed provides that Adlai Pennington and Lynne Pennington retain the right to receive seventy-five percent (75%) of the bonus consideration paid for any oil and gas lease executed by Grantee covering The Lands but only as to such bonus consideration that pertains to the mineral interest conveyed by Adlai Pennington and Lynne Pennington and only for a period of ten (10) years from November 21, 2007:

WHEREAS, ADLAI PENNINGTON, as Lessor, executed and delivered to BOTERRA RESOURCES, LLC, whose address is P.O. Box 8462, Edmond, Oklahoma 73083, as Lessee, that certain Paid Up Oil and Gas Lease (the "Lease 1") dated February 22, 2207, a Memorandum of which is recorded as Instrument #D207065998 of the Official Records of Tarrant County, Texas; and Adlai Pennington, as Lessor, also executed and delivered to Boterra Resources, LLC, as Lessee, that certain Paid Up Oil and Gas Lease (the "Lease 2") dated March 5th, 2007, a Memorandum of which is recorded as Instrument # D207076705 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein; and.

WHEREAS, **BOTERRA RESOURCES, LLC**, as Assignor, did bargain, sell, assign, transfer, and convey onto **CHESAPEAKE EXPLORATION, LIMITED PARTNERSHIP**, an **Oklahoma limited Partnership**, as Assignee, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154, all of his right, title, and interest in and to Lease, which is described on Exhibit "A" attached hereto and made a part hereof incorporated herein:

WHEREAS, VENABLE ROYALTY, LTD. and VENRO, LTD., Lessor and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, Lessee, now desire to amend the Lease and extend the primary term of the Lease by an additional thirty (30) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend Paragraph 2(a) of the Lease to read as follows:

"2. (a) Subject to the other provisions herein contained, this lease shall be for a term of 66 months from the date hereof (called "primary term") and as long thereafter as oil and gas is produced from said lands in paying quantities or this lease is maintained in force by virtue of some other provisions hereof "

And, also for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, it is agreed that Lease 2 is the valid lease and Lease 1 is no longer in force and effect.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 5th day of March, 2007, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

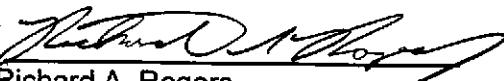
LESSORS: (whether one or more)

VENABLE ROYALTY, LTD.

By: 
Richard A. Rogers
Managing Partner

Dated: 1/27/2010

VENRO, LTD.

By: 
Richard A. Rogers
Managing Partner

Dated: 1/27/2010

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

By: 
Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

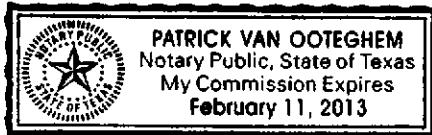

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ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF DALLAS

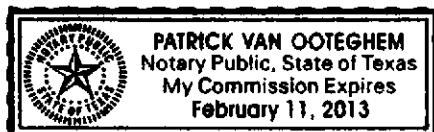
This instrument was acknowledged before me on this the 27th day of January, 2010, by **Richard A. Rogers, Managing Partner of Venable Royalty, Ltd.**



Patrick Ver Coleghem
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

THE STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this the 27th day of January, 2010, by **Richard A. Rogers, Managing Partner of Venro, Ltd.**



Patrick W. Ootegh
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) \$

This instrument was acknowledged before me on this 11 day of February, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

My Commission Number:
My Commission Expires:



Notary Public

~~Notary Public~~

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18446
Oklahoma City, OK 73154